

of additional Performance Bond or Bonds for an amount not less than the amount so paid to the Contractor on or prior to the date of such payment so that the total sum of the Performance Bond shall be maintained at all times at the value specified in sub-clause (a).

- (d) The Performance Bond (or any balance thereof remaining for the credit of the Nominated Supplier) shall be released or refunded to the Nominated Supplier upon the completion of making good of all defects, imperfection, shrinkages or any other faults whatsoever for the whole of the Works under the Main Contract and upon the receipt by the Contractor of the Certificate of Completion of Making Good Defects under the Main Contract.
- (e) Notwithstanding the above, in the event that the Sub-Contract is terminated under clause 22 hereof, the said Performance Bond or any balance thereof shall be forfeited.

19.0 ASSIGNMENT

- (a) The Nominated Supplier shall not without the written consent of both the Contractor and the S.O., transfer or assign this Sub-Contract or any part or share thereof, or any benefit or interest therein or thereunder, provided that the consent of the Contractor shall not be unreasonably withheld and that in case of any differences of opinion the Contractor and the S.O., the opinion of the S.O. shall prevail.
- (b) Such consent, if given, shall not relieve the Nominated Supplier from his liability or obligation under this Sub-Contract and he shall be responsible for the due observance by such assignees, of all the terms, stipulations and conditions under this Sub-Contract. The Nominated Supplier shall also be responsible for the acts, defaults or neglects of any assignees, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Nominated Supplier, his agents, servants or workmen.

20.0 INTELLECTUAL PROPERTY RIGHTS

The Nominated Supplier shall save harmless and indemnify the Government and the Contractor from and against all claims and proceedings for or an account of infringement of any patent rights, design, trade-mark or name or other protected rights in respect of any Articles supplied by the Nominated Supplier under this Sub-Contract and from and against all claims, demand, proceeding, damages, costs, charges and expense whatsoever in respect thereof or in relation thereto.

21.0 SUSPENSION OF SUB-CONTRACT

- (a) Notwithstanding any provisions in this Sub-Contract, in the event the S.O. instructed the Contractor to suspend the Main Contract Works, the Contractor shall then issue a written instruction to the Nominated Supplier to suspend the Sub-Contract or any part thereof.
- (b) Upon receipt of such written instruction, the Nominated Supplier shall suspend the Sub-Contract or any part thereof for such time and such manner as specified in the instruction. The Nominated Supplier shall properly protect, store and secure the Sub-Contract or any part thereof so far as necessary and in accordance with the written instruction.
- (c) In the event of such suspension shall continue for a period exceeding twelve (12) months, the Parties shall then discussed whether to resume the supply of the Articles.